IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: EXTRACTION OIL & GAS, INC., *et al.,* Debtor[1].	Chapter 11 Case No. 20-11548 (CSS)
EXTRACTION OIL & GAS, INC., Plaintiff, v. ROCKY MOUNTAIN MIDSTREAM LLC, Defendant.	Adv. Proc. No. 20-50840 (CSS)

ROCKY MOUNTAIN MIDSTREAM LLC'S ANSWER AND AFFIRMATIVE DEFENSES TO COMPLAINT FOR DECLARATORY JUDGMENT

Defendant Rocky Mountain Midstream LLC ("RMM") files this Answer and Affirmative Defenses (the "Answer") to Plaintiff Extraction Oil & Gas, Inc.'s ("Extraction") Complaint for Declaratory Judgment (the "Complaint") and states as follows:[2]

Nature of Action[3]

1. Paragraph 1 contains a characterization of this adversary proceeding to which no response is required. RMM denies that Extraction is entitled to any of the relief sought.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Extraction Oil & Gas, Inc. (3923); 7N, LLC (4912); 8 North, LLC (0904); Axis Exploration, LLC (8170); Extraction Finance Corp. (7117); Mountaintop Minerals, LLC (7256); Northwest Corridor Holdings, LLC (9353); Table Mountain Resources, LLC (5070); XOG Services, LLC (6915); and XTR Midstream, LLC (5624). The location of the Debtors' principal place of business is 370 17th Street, Suite 5300, Denver, Colorado 80202.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Complaint.

[3] In reproducing the allegations of the Complaint for purposes of this Answer, RMM has included Extraction's section headings for the Court's convenience. To the extent that the section headings contain any allegations to which a response is required, RMM denies all such allegations. RMM denies that Extraction is entitled to any relief sought.

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Jurisdiction and Venue

2. RMM admits that the Court has "related to" jurisdiction over this adversary proceeding. RMM denies that the adversary proceeding is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The remaining allegations in Paragraph 2 contain a characterization of this adversary proceeding to which no response is required. RMM denies that Extraction is entitled to any of the relief sought.

3. RMM admits that venue is proper in the District of Delaware pursuant to 28 U.S.C. § 1409, but denies that venue is proper under 28 U.S.C. § 1408 as this adversary proceeding is not a case under title 11 of the United States Code.

4. Paragraph 4 contains a characterization of Extraction's consent to entry of a final order or judgment by this Court to which no response is required. RMM provides the following statement pursuant to Rules 7012-1 and 9013-1(f) of the Local Bankruptcy Rules for the District of Delaware: RMM does not consent to this Court's entry of final orders or judgments.

Parties

5. Paragraph 5 states a legal conclusion to which no response is required.

6. RMM admits the allegations in Paragraph 6.

Factual Allegations

A. The Gas Gathering, Processing, and Purchase Agreements.

7. RMM admits that RMM and Extraction entered into the East Greeley Agreement as of February 8, 2019 and that a true and correct copy of the East Greeley Agreement was attached to the Complaint as Exhibit A. The remaining allegations in Paragraph 7 are denied.

8. RMM admits that Discovery DJ Services LLC ("Discovery") and Extraction entered into the Broomfield Agreement as of March 6, 2018 and that a true and correct copy of the

Broomfield Agreement was attached to the Complaint as Exhibit B. The remaining allegations in Paragraph 8 are denied.

9. Paragraph 9 is a statement regarding defined terms to which no response is required.

10. RMM refers to the Broomfield Agreement for a complete and accurate recitation of its contents. The remaining allegations in Paragraph 10 state a legal conclusion to which no response is required.

11. RMM refers to the East Greeley Agreement for a complete and accurate recitation of its contents. The remaining allegations in Paragraph 11 state a legal conclusion to which no response is required.

12. RMM refers to the Broomfield Agreement for a complete and accurate recitation of its contents. The remaining allegations in Paragraph 12 state a legal conclusion to which no response is required.

13. RMM refers to the East Greeley Agreement for a complete and accurate recitation of its contents. The remaining allegations in Paragraph 13 state a legal conclusion to which no response is required.

14. RMM refers to the Gathering Agreements for a complete and accurate recitation of their contents. The remaining allegations in Paragraph 14 state a legal conclusion to which no response is required.

15. RMM refers to the Gathering Agreements for a complete and accurate recitation of their contents. The remaining allegations in Paragraph 15 state a legal conclusion to which no response is required.

16. Paragraph 16 contains a characterization of Extraction's claim to which no response is required. RMM denies that Extraction is entitled to any of the relief sought.

17. RMM refers to the Gathering Agreements for a complete and accurate recitation of their contents. The remaining allegations in Paragraph 17 state a legal conclusion to which no response is required.

18. RMM refers to the Gathering Agreements for a complete and accurate recitation of their contents. The remaining allegations in Paragraph 18 state a legal conclusion, to which no response is required.

19. RMM refers to the East Greeley Agreement for a complete and accurate recitation of its contents. The remaining allegations in Paragraph 19 state a legal conclusion, to which no response is required.

20. RMM refers to the Broomfield Agreement for a complete and accurate recitation of its contents. The remaining allegations in Paragraph 20 state a legal conclusion to which no response is required.

21. RMM refers to the Gathering Agreements for a complete and accurate recitation of their contents. The remaining allegations in Paragraph 21 state a legal conclusion to which no response is required.

22. RMM refers to the Gathering Agreements for a complete and accurate recitation of their contents. The remaining allegations in Paragraph 22 state a legal conclusion to which no response is required.

23. RMM refers to the Gathering Agreements for a complete and accurate recitation of their contents. The remaining allegations in Paragraph 23 state a legal conclusion to which no response is required.

24. RMM admits that the real property interests at issue is in this proceeding are in Colorado. RMM refers to the Gathering Agreements for a complete and accurate recitation of their

contents. The remaining allegations in Paragraph 24 state a legal conclusion to which no response is required.

Claims for Relief

25. RMM reasserts and incorporates by reference, as though fully set forth verbatim, its answers to Paragraphs 1-24.

26. The allegations in Paragraph 26 state a legal conclusion to which no response is required.

27. The allegations in Paragraph 27 state a legal conclusion to which no response is required.

COUNT 1
(Gathering Agreements – Declaratory Judgment Under 28 U.S.C. § 2201(a))

28. RMM reasserts and incorporates by reference, as though fully set forth verbatim, its answers to Paragraphs 1-27.

29. Paragraph 29 contains characterizations of Extraction's claim to which no response is required. RMM denies that Extraction is entitled to any of the relief sought.

30. The allegations in Paragraph 30 state a legal conclusion to which no response is required. To the extent a response is required, RMM denies the allegations in Paragraph 30.

31. The allegations in Paragraph 31 state a legal conclusion to which no response is required. To the extent a response is required, RMM denies the allegations in Paragraph 31.

32. The allegations in Paragraph 32 state a legal conclusion to which no response is required. To the extent a response is required, RMM denies the allegations in Paragraph 32.

33. The allegations in Paragraph 33 state a legal conclusion to which no response is required. To the extent a response is required, RMM denies the allegations in Paragraph 33 and denies that Extraction is entitled to any of the relief sought.

34. The allegations in Paragraph 34 state a legal conclusion to which no response is required. To the extent a response is required, RMM denies the allegations in Paragraph 34 and denies that Extraction is entitled to any of the relief sought.

35. The allegations in Paragraph 35 state a legal conclusion to which no response is required. To the extent a response is required, RMM denies the allegations in Paragraph 35 and denies that Extraction is entitled to any of the relief sought.

36. Paragraph 36 contains characterizations of Extraction's claim and states legal conclusions to which no response is required. To the extent a response is required, RMM denies the allegations in Paragraph 36 and denies that Extraction is entitled to any of the relief sought. RMM admits that Debtors filed the document referenced in Footnote 2 of Paragraph 36 on August 11, 2020, and refers to that document for a complete and accurate recitation of its contents. The remaining allegations in Footnote 2 of Paragraph 36 are a characterization of Extraction's claim and state a legal conclusion to which no response is required. To the extent a response is required, RMM denies the remaining allegations in Paragraph 36 and denies that Extraction is entitled to any of the relief sought

Prayer for Relief

The "Prayer for Relief" section of the Complaint contains a request for relief for which no response is required. RMM denies that Extraction is entitled to any part of the judgment requested or relief sought including in subparts (a) – (b).

AFFIRMATIVE DEFENSES AND DEFENSES

37. Without assuming any burden of proof, persuasion or production not otherwise legally assigned to it as to any element of Extraction's claim, and reserving the right to amend this Answer to assert any additional defenses when, and if, in the course of its investigation, discovery,

preparation for trial, or otherwise it becomes appropriate to assert such defenses, RMM asserts the following affirmative and other defenses with respect to the claim in the Complaint:

38. The Complaint fails to state a claim upon which relief can be granted.

39. Extraction cannot satisfy one or more elements of its claim.

40. RMM cannot reject the Gathering Agreements or any other specific term therein under Section 365(a) of the Bankruptcy Code because they include real property covenants that run with the land or are enforceable equitable servitudes.

41. Extraction's claim is barred, in whole or in part, by the doctrine of laches.

42. Extraction's claim is barred, in whole or in part, by the doctrine of equitable estoppel.

43. Extraction's claim is barred, in whole or in part, by the doctrine of waiver.

44. Extraction's claim is barred, in whole or in part, by the doctrine of unclean hands.

45. Extraction's claim is barred, in whole or in part, by the doctrine of inequitable conduct.

46. Extraction's claim is barred, in whole or in part, by the doctrine of unjust enrichment.

47. Extraction's claim is barred, in whole or in part, by other equitable doctrines.

48. RMM expressly reserves, invokes, and preserves any and all of its rights of setoff and recoupment under applicable bankruptcy and non-bankruptcy law.

49. RMM denies any and all allegations in the Complaint not expressly admitted herein and denies the relief requested by Extraction in the Complaint. RMM expressly reserves and preserves its rights to supplement, amend, or modify this answer and all responses herein,

including asserting such other affirmative defenses and counterclaims as may become available and apparent in the course of discovery.

PRAYER

Wherefore, RMM respectfully requests entry of judgment granting the following relief:

a. denying all relief requested in the Complaint;

b. dismissing all Counts and causes of action set forth in the Complaint;

c. granting RMM such other and further relief as the Court deems just and proper.

Dated: October 12, 2020

By: */s/ Lucian B. Murley*

Lucian B. Murley (DE Bar No. 4892)
SAUL EWING ARNSTEIN & LEHR LLP
1201 N. Market Street, Suite 2300
P.O. Box 1266
Wilmington, DE 19899
Telephone No.: (302) 421-6898
Email: luke.murley@saul.com

-and-

Stephen M. Pezanosky (*pro hac vice forthcoming*)
HAYNES AND BOONE, LLP
301 Commerce Street, Suite 2600
Fort Worth, TX 76102
Telephone No.: (817) 347-6601
Facsimile No.: (817) 348-2370
Email: stephen.pezanosky@haynesboone.com

Charles A. Beckham, Jr. (*pro hac vice forthcoming*)
David H. Ammons (*pro hac vice forthcoming*)
HAYNES AND BOONE, LLP
1221 McKinney, Suite 4000
Houston, TX 77010
Telephone No.: (713) 547-2000
Facsimile No.: (713) 547-2600
Email: charles.beckham@haynesboone.com
Email: david.ammons@haynesboone.com

-and-

Steven W. Soulé (admitted *pro hac vice*)
John T. Richer (admitted *pro hac vice*)
HALL, ESTILL, HARDWICK, GABLE, GOLDEN & NELSON, P.C.
320 South Boston Avenue, Suite 200
Tulsa, Oklahoma 74103-3706
Telephone No.: (918) 594-0400
Facsimile No.: (918) 594-0505
Email: ssoule@hallestill.com
Email: jricher@hallestill.com

ATTORNEYS FOR ROCKY MOUNTAIN MIDSTREAM LLC

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CERTIFICATE OF SERVICE

I, Lucian B. Murley, hereby certify that on October 12, 2020, a copy of the foregoing *Rocky Mountain Midstream LLC's Answer and Affirmative Defenses to Complaint for Declaratory Judgment* was served through the Court's CM/ECF system upon all registered electronic filers appearing in this case and I caused a copy to be served on the parties on the attached service list in the manner indicated therein.

/s/ Lucian B. Murley
Lucian B. Murley (DE Bar No. 4892)
SAUL EWING ARNSTEIN & LEHR LLP
1201 N. Market Street, Suite 2300
P.O. Box 1266
Wilmington, DE 19899
(302) 421-6898

Dated: October 12, 2020

SERVICE LIST

Via Electronic Mail:

Marc R. Abrams, Esquire
Richard W. Riley, Esquire
Stephen B. Gerald, Esquire
Whiteford, Taylor & Preston LLC
The Renaissance Centre
405 North King Street, Suite 500
Wilmington, DE 19801
mabrams@wtplaw.com
rriley@wtplaw.com
sgerald@wtplaw.com

Christopher Marcus, P.C.
Allyson Smith Weinhouse, Esquire
Ciara Foster, Esquire
Kirkland & Ellis LLP
Kirkland & Ellis International LLP
601 Lexington Avenue
New York, NY 10022
christopher.marcus@kirkland.com
allyson.smith@kirkland.com
ciara.foster@kirkland.com

Anna Rotman, P.C.
Kenneth Young, Esquire
Kirkland & Ellis LLP
Kirkland & Ellis International LLP
609 Main Street
Houston, TX 77002
anna.rotman@kirkland.com
kenneth.young@kirkland.com